



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

July 29, 2008

Morton International, Inc.
P.O. Box 506
Grantsville, Utah 84029

Subject: Approval of Updated Reclamation Surety, Inc. Morton International, Inc., Morton Salt-Grantsville Mine, M/045/0037, Tooele County, Utah

Dear Mr. Huizingh:

The Division has received the bond rider reclamation surety, in the amount of \$2,129,975.00 for the Morton Salt-Grantsville Mine, located in Tooele County, Utah. After performing the standard five-year review of the reclamation surety, it was determined that escalation was required to bring the site to current dollars, and escalated five years forward to year 2012.

We will make note on the Reclamation Contract of the change in the surety amount, and the escalation year.

In addition, the Division would like to meet with you and determine if the existing Notice of Intention to Conduct Mining Operations (NOI) is adequate and reflects the current operations at the Morton Salt-Grantsville site. Please contact me at (801) 538-5320 or Leslie Heppler at (801) 538-5257 to arrange a meeting.

The reclamation surety will need to be reviewed if you decide to amend or revise your mining and reclamation plan. Thank you for keeping the reclamation surety current.

Sincerely,

Dana Dean, P. E.
Associate Director – Mining

DD:lah:eb

Attachment: Copy updated surety

P:\GROUPS\MINERALS\WP\M045-Tooele\M0450037-mortonSalt-grantsville\final\apvl-bond-escal_07-23-08.doc





JON M. HUNTSMAN, JR.
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DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

Addendum #1 to Large Mine Reclamation Contract

June 12, 2008

Morton International, Inc., Morton Salt-Grantsville, M/045/03

Stephanie Bransfield, Assistant Group Counsel
Morton International, Inc.
123 N. Wacker Drive
Chicago, IL 60606-1743

*This is
Approved*

This letter serves as an acknowledgment and approval of the following provisions to the new Reclamation Contract:

- **Effective Date of the new Reclamation Contract is June 1, 1995;**

Nothing herein contained shall vary, alter, or extend any other provision or condition of the Reclamation Contract.

To the extent any conflict exists between this addendum and the Reclamation Contract, these terms shall control.

Please acknowledge with your signature and date, make a copy for your records, and return this letter with original signatures to the Division.

The below signed, acknowledge and accept these revisions and incorporate them into the Large Mine Reclamation Contract.

ACCEPTED BY:

John R. Baza

John R. Baza, Director
Division of Oil, Gas and Mining

7/18/08

Date

By *MARY E. DOCHAN*

Authorized Officer (Typed or Printed)
VICE PRESIDENT

Authorized Officer - Position
Mary E. Dochan

Officer's Signature

JUNE 23, 2008

Date



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

A rectangular stamp with the word "COPY" in a stylized, outlined font. To the left of the word is a small square icon containing the letters "CG".

---ooOoo---

LARGE MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Morton International, Inc.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **M/045/037** which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the land affected by the mining operations in accordance with the Act and regulations, and the Operator is obligated to provide a surety in form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the Act and regulations, as they may be amended, and in accordance with the mining and reclamation plan (Reclamation Plan) approved by the Division all of the lands affected by the mining operations conducted or to be conducted pursuant to the approved Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

RECEIVED

JUL 08 2008

Div. of Oil, Gas & Mining

CC COPY

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and
 - B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the approved NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with an approved notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the approved NOI.
- 3. The Reclamation Plan is intended to establish methods, plans, specifications, and other details required by the Act and regulations as they pertain to the lands affected by mining operations, and no provision of the Reclamation Plan shall be interpreted to diminish the requirements of the Act and regulations. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI or Reclamation Plan, which are primarily intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
- 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
- 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or

- B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.
6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act, the regulations, and the Reclamation Plan, as they may be amended. If the mining operations are modified or for any other reason vary from those described in the approved Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
 7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the approved Notice of Intention in accordance with the requirements of the Act and regulations, as amended and the Reclamation Plan, as amended. If the Division makes such finding, Operator may make request to the Division for a reduction in the amount of the surety. The Division, or the Board if the surety is in the form of a board contract, may permit such a reduction if it determines that the reduced amount will be adequate to ensure complete reclamation of the lands affected by the mining in accordance with the requirements of the Reclamation Plan, the rules and the Act, as amended.
 8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the rules.
 9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to

- maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
 11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.
 12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
 13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
 14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
 15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
 16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party, and that the Operator, if not a natural person, is an entity properly organized and in good standing under the laws of the United States and is registered with and authorized to do business in the State of Utah.

OPERATOR:

MORTON INTERNATIONAL, INC., MORTON SALT

Operator Name

By MARY E. DOOHAN

Authorized Officer (Typed or Printed)

VICE PRESIDENT

Authorized Officer - Position

Mary E Doohan
Officer's Signature

JUNE 23, 2008
Date

COPY

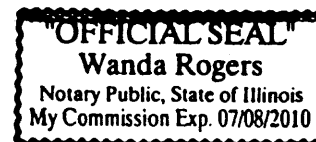
STATE OF ILLINOIS)

COUNTY OF COOK)

) ss:

On the 23rd day of June, 20 08, Mary E Doohan
personally appeared before me, who being by me duly sworn did say that
he/she is an officer (i.e. owner, officer, director,
partner, agent or other (specify)) of the Operator and duly acknowledged that
said instrument was signed on behalf of said Operator by authority of its bylaws,
a resolution of its board of directors, or as may otherwise be required to execute
the same with full authority and to be bound hereby.

Wanda Rogers
Notary Public
Residing at Chicago, IL
My Commission Expires: July 7, 2010



DIVISION OF OIL, GAS AND MINING:

By John R. Baza Date 7/18/08
John R. Baza, Director

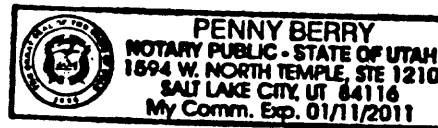
STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 18 day of July, 2008, John R. Baza
personally appeared before me, who being duly sworn did say that he,
the said John R. Baza is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he
duly acknowledged to me that he executed the foregoing document by authority
of law on behalf of the State of Utah.

Penny Berry
Notary Public

Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: SALT

Bonded Acres: 7849

Mine Name: MORTON SALT - GRANTSVILLE

Permit Number: M/047/037

County: TOOELE

Operator Name: MORTON INTERNATIONAL, INC.

Operator Address: HIGHWAY I-80, EXIT 84, P.O. Box 506, GRANTSVILLE, UT 84029

Operator Phone: 801-250-6335

Operator Fax: 801-933-4410

Operator Email:

Contact Name: KEITH MORGAN

Contact Email: kmorgan@mortonsalt.com

Contact Phone: 801-933-4460

Surety Type: BOND

Bank:

Surety Amount: \$2,129,975.00

Account number:

Tax ID (required for cash only):

Escalation year: 2012

Surface Owner: FEE

Mineral Owner: FEE

UTU/ML number:

COPY

INCREASE PENALTY RIDER

BOND NO.

To be attached and form a part of Bond No. 1 dated the 16th day of November, 1993, executed by Safeco Insurance Company of America as surety, on behalf of Morton International, Inc. as current principal of record, and in favor of Utah Dept of Natural Resources, as obligee, and in the amount of One Million Eight Hundred Nineteen Thousand Six Hundred Dollars and 00/100 (\$1,819,600.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that

Safeco Insurance Company of America hereby consents that effective from the 1st day of July, 2008, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: One Million Eight Hundred Nineteen Thousand Six Hundred Dollars and 00/100 (\$1,819,600.00)

TO: Two Million One Hundred Twenty Nine Thousand Nine Hundred Seventy Five Dollars and 00/100 (\$2,129,975.00)

The Increase of said bond penalty shall be effective as of the 1st day of July, 2008, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 1st day of July, 2008.

Morton International, Inc.
PRINCIPAL

BY:

Mary E. Doohan

Safeco Insurance Company of America
SURETY

BY:

Daniel P. Duhan
Daniel P. Duhan, ATTORNEY-IN-FACT



SAFECO

POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9542

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

••**WILLIAM F. SIMKISS; DANIEL P. DUNIGAN; RICHARD J. DECKER; BRIAN C. BLOCK; JOSEPH W. KOLOK, JR.; JAMES L. HAHN; Paoli, Pennsylvania**••

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 26th day of August, 2004

CB Mead

CHRISTINE MEAD, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - **FIDELITY AND SURETY BONDS** - the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

SAFECO

I, Christine Mead, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1ST day of JULY, 2008



CB Mead

CHRISTINE MEAD, SECRETARY

RIDER

66(2)(1)

To be attached to and form part of:

Bond Number _____
effective 11/16/1993
issued by the SAFECO INSURANCE COMPANY OF AMERICA
in the amount of \$1,273,000.00
on behalf of MORTON INTERNATIONAL, INC.

(Principal)
and in favor of STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES

(Obligee)
on mining of 7,849 acres of land

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond penalty shall be in _____ creased as follows:

FROM: One Million Two Hundred Seventy-Three Thousand and 00/100

(\$1,273,000.00)
TO: One Million Eight Hundred Nineteen Thousand Six Hundred and 00/100

(\$1,819,600.00)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective the 15th Day of March 19 2002.
Signed, Sealed & Dated this 15th Day of March 19 2002.

MORTON INTERNATIONAL, INC. (Principal)

By: Gail P. Granoff
Gail P. Granoff, Corporate Secretary

SAFECO INSURANCE COMPANY OF AMERICA (Surety)

By: Brenda D. Hockberger
Brenda D. Hockberger, Attorney-in-Fact

RECEIVED

MAR 19 2002

DIVISION OF
OIL GAS AND MINING



SAFECO

POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7591

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****BRENDA D. HOCKBERGER; ANN FORMHALS; DONNA WRIGHT; GARRY L. WESSELINK; DEBRA KOHLMAN; DIANE M. O'LEARY; WILLIAM REIDINGER; LINDA WICKETT; KAREN E. BOGARD; MATTHEW V. BUOL; CAROLYN KIRKBY; SYLVIA J. GARCIA; STEVEN B. CADE; Chicago, Illinois*****

as true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 16th day of March, 2000

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

COPI

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (I) The provisions of Article V, Section 13 of the By-Laws, and
- (II) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (III) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 15th day of March, 2002



R.A. Pierson

R.A. PIERSON, SECRETARY

ATTACHMENT B

MR FORM 6
Joint Agency Bonding Form

(April 8, 1993)

Bond Number _____
Permit Number M/045/037
Mine Name Morton Salt Grantsville

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECORDED

THE MINED LAND RECLAMATION ACT

SURETY BOND *****

The undersigned MORTON INTERNATIONAL, INC. as Principal,
and SAFECO INSURANCE COMPANY OF AMERICA as Surety, hereby jointly and severally
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of
Utah, Division of Oil, Gas and Mining, and _____
in the penal sum of One million two hundred seventy- dollars (\$ 1,273,000.00-----).
three thousand and no/100-----

Principal has estimated in the Mining and Reclamation Plan approved by the
Division of Oil, Gas and Mining on the 1st day of June, 19 95, that 7,849
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

RECOL

Bond Number _____
Permit Number M/045/037
Mine Name Morton Salt Grantsville

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: 11/16/93

MORTON INTERNATIONAL, INC.

Principal (Permittee)

By (Name typed): Thomas F. McDevitt

Title: VP Finance & CFO

Signature: 

Date: November 9, 1993

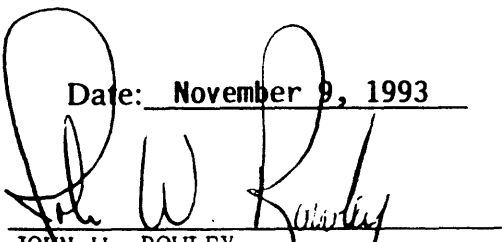
SAFECO INSURANCE COMPANY OF AMERICA

Surety


By: (Name Typed) Carla E. Romoser

Title: Attorney-in-Fact

Signature: 


JOHN W. ROWLEY
UTAH RESIDENT COUNTERSIGNING
AGENT

SO AGREED this 24th day of May, 1995.



Dave D. Lauriski, Chairman
Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

ACOPY

AFFIDAVIT OF QUALIFICATION

Carla E. Romoser, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Attorney-in-Fact said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

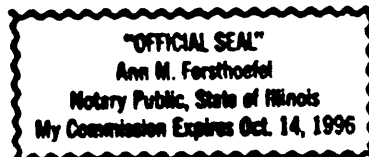
Signed: *Carla E. Romoser*
Surety Officer

Title: Attorney-in-Fact

Subscribed and sworn to before me this 9th day of November, 1993.

[Signature]
Notary Public
Residing at: 6107 N. Winthrop, Chicago, Illinois 60660

My Commission Expires:



_____, 19____.

REC-10



**POWER
OF ATTORNEY**

**SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98105**

KNOW ALL BY THESE PRESENTS:

No.

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint
*******DAVID W. JONEG; ROBERT P. POWERS; CARLA E. ROMOSER; ANN FORSTHOEFEL**, Chicago, Illinois*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 4th day of January, 19 93

SAFECO

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - **FIDELITY AND SURETY BONDS** . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, **R. A. Pierson**, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of November, 19 93